

TOWN ADMINSTRATOR CONTRACT



KELLIE HEBERT

Dec. 1, 2020 – Nov. 30, 2023

EMPLOYMENT CONTRACT

THIS CONTRACT (also referenced as AGREEMENT) made and entered into this 4th day of November, 2020, by and between the Town of Sterling ("Town"), and Ms. Kellie A Hebert ("Hebert") is executed pursuant to G.L. c. 41, sections 23A and 108N.

WITNESSTH

WHEREAS, the Town desires to employ the services of Hebert as the Town Administrator of the Town; and

WHEREAS, it is the desire of the Select Board to (1) secure and retain the services of Hebert and to provide inducement for her to remain in such employment, (2) to make possible full work productivity by assuring Hebert's morale and peace of mind with respect to future security, (3) to have a deterrent against malfeasance or dishonesty for personal gain on the part of Hebert, and (4) to provide a just means for terminating Hebert's service at any such time as she may be unable to fully discharge her duties or when the Town may otherwise desire to terminate her employment; and

WHEREAS, Hebert desires to accept employment as Town Administrator of the Town;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the Town and Hebert agree as follows:

Section 1. Duties.

The Town hereby agrees to employ Hebert as Town Administrator to perform the functions and duties of Town Administrator, as set forth under the Town Administrator job description attached as Appendix A, under the supervision and direction of the Select Board, for an appointment term of December 1, 2020 through November 30, 2023.

The first six (6) months of the term, December 1, 2020 through May 31, 2021, will be a probationary period. Continuation of the contract beyond May 31, 2021 is subject to Hebert receiving a satisfactory performance evaluation from the Select Board.

Said duties of the Town Administrator include, but are not limited to, the following:

- (a) Plans, administers and coordinates the Town's activities; oversees the operations of Town departments; carries out Town policies; exercises independent judgment in carrying out these duties.
- (b) Prepares agenda for bi-weekly Select Board meetings or special meetings as needed, conducting research, when necessary, to brief members on issues; informs concerned parties of Board actions to ensure implementation.

- (c) Provides advice to the Select Board on policy issues, events and areas of concern; develops policy proposals and recommends alternatives; implements policies and directives adopted by the Board.
- (d) Coordinates the annual budget process; assembles and submits budgets; oversees the general financial management of the Town; prepares financial analysis reports; prepares Annual Town Meeting warrant; drafts articles; implements votes.
- (e) Monitors budgets to ensure compliance of all departments under the control of the Select Board.
- (f) Develops and implements litigation strategies for the Town, including authorization of use of Town Counsel, Labor Counsel and Special Counsel, subject to approval by the Select Board.
- (g) Responds to citizen complaints, concerns and inquiries; issues public statements and responds to press inquiries; refers citizens to appropriate departments and staff members.
- (h) Authorized to act as Town's Personnel Director; administers personnel functions, including recruitment and screening of job applicants to make recommendations to the Select Board, compensation and classification plan implementation; employee training and safety program and professional development, administration of insurance programs and other benefits, and negotiating Police Department and other union contracts; participates in "Step I" of the grievance process.
- (i) Appointed by the Select Board to act as the Town's Chief Procurement Officer; supervises the preparation of all bids and contracts; ensures that all local and state procurement statutes, rules and regulations are followed.
- (j) Maintains contact with other local, regional and state agencies on matters of policy and special projects; attends meetings to represent the Town.
- (k) Responsible for the maintenance and repair of Town buildings and facilities under the jurisdiction of the Select Board.
- (l) Identifies and develops grant opportunities and other alternative sources of funding; writes grants and communicates with funding agencies; maintains all files and records related to grant administration.
- (m) Works on special projects; performs similar or related work, as required, or as the situation dictates.

- (n) Performs such other duties and assignments as the Board may from time to time require

Section 2. Term of Agreement.

- (a) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate Hebert's services at any time, subject only to the provisions set forth herein.
- (b) Nothing in this Agreement shall prevent, limit, or otherwise interfere with Hebert's right to resign from her position with the Town at any time, subject only to the provisions set forth herein.
- (c) Hebert agrees to remain in the exclusive employ of the Town until November 30, 2023. Hebert may accept limited teaching, consulting, or other business opportunities provided that the teaching, consulting, or business opportunity neither interferes with her duties and responsibilities as Town Administrator nor presents a conflict of interest pursuant to G.L. c. 268A, and provided further that she has received advanced written authorization from the Select Board to engage in such teaching, consulting, or business opportunity. (*See side letter*).

Section 3. Performance.

Hebert agrees to devote her entire time, skill and attention to her employment, and to perform her duties in an efficient, trustworthy and businesslike manner, all in the best interests of the Town. As a professional employee, Hebert shall spend those hours that are necessary and reasonably required for the proper functioning of the administrative processes and operations of the Town, all encompassed within her duties and responsibilities, and without additional compensation beyond the salary and benefits referenced in this Agreement. As such, it is understood that Hebert is considered an exempt employee under the Fair Labor Standards Act, and shall devote such evening hours as are necessary for the proper performance of her duties including attendance at various committee, department, and Town Meetings.

Section 4. Salary.

- (a) Hebert shall begin her employment with the Employer on, December 1, 2020. Hebert, subject to appropriation, shall be paid an annual salary of \$124,800. (One Hundred Twenty Four Thousand and Eight Hundred dollars)
- (b) Commencing on July 1, 2021 Hebert shall receive an increase in her compensation at the same percentage provided to non-Union employees of

the Town, subject to Town Meeting appropriation, assuming she has received a satisfactory performance evaluation from the Select Board.

- (c) Thereafter, on July first annually, Hebert shall receive an increase in her compensation at the same percentage provided to non-Union employees of the Town, subject to Town Meeting appropriation, assuming she has received a satisfactory performance evaluation from the Select Board for the previous fiscal year.
- (d) Allows salary adjustment based on above-average performance and superior achievement of goals/objectives/projects completed during the contract term without a contract "re-opener" clause. Timing & amount at the sole discretion of the Select Board

Section 5. Benefits.

The following fringe benefits shall be provided to Hebert during the term of this Agreement:

- Hebert shall be eligible to subscribe to the Town's health plan with the same insurance benefits as provided to other managerial and professional employees pursuant to G.L. c. 32B.
- Retirement Plan. As provided to other Town employees and under the same terms.
- Deferred Compensation. To be deducted from the salary indicated elsewhere in this Contract at the direction of Hebert.
- Paid Holidays. As provided to other managerial and professional employees and under the same terms.
- Bereavement Leave. As provided to other managerial and professional employees and under the same terms.
- Vacation Leave. Commencing December 1, 2020, Hebert shall accrue 13.33 hours per month (10 Days) paid vacation, to be scheduled with the approval of the Select Board so as to least interfere with the efficient operation of the administrative process and operations of the Town. Commencing July 1, 2021, Hebert shall be provided with twenty (20) days of paid vacation annually. Hebert shall be eligible for twenty (20) days of annual vacation commencing July 1, 2021. These days shall accrue the first day of each fiscal year. The Administrator shall be allowed to borrow up to three (3) days from unearned vacation time in any given fiscal year.
- Personal Leave. Hebert shall be eligible to use two (2) paid personal leave days from the date of her appointment through June 30, 2021. In each subsequent fiscal year, Hebert

shall be allowed three (3) paid personal leave days, to be used, except in emergencies, at a time which will least interfere with the efficient operation of the administrative process and operations of the Town.

- Sick Leave. Upon hire Hebert shall be entitled to the use sick time as needed which will be applied to her sick accrual. Beginning July 1, 2021, Hebert will earn ten (10) hours of paid sick leave for each month of continuous employment to a maximum of one hundred twenty (120) hours per fiscal year, which days may accumulate from year to year to a maximum of one hundred ninety (190) days. Payment for said accumulated sick time will be as provided under the Sterling Personnel Bylaw.
- Professional Development and Travel Expenses. The Town encourages continued professional development. Pending annual appropriation and prior approval by the Select Board, expenses related to in-State attendance at conferences, training, and meetings will be covered by the Town. Use of her personal vehicle to attend these events and travel throughout the Town as part of her job will be covered at the Federal mileage reimbursement rate, plus tolls and parking.

Section 6. Termination of Employment.

- For Cause. In the event that Hebert becomes permanently disabled from fulfilling the duties, responsibilities, and essential functions of her position, the Town shall have a right to terminate this Agreement. Prior to the Town taking such action they shall provide the Administrator with notice and an opportunity to be heard pursuant to G.L. c. 30A, § 21(a)(l).
- If the cause for termination is other than Hebert's being unable to fulfill the duties, responsibilities, and essential functions of her position, the Town shall provide a written notice to Hebert with the reasons for her proposed termination. The Town shall provide Hebert with an opportunity to be heard pursuant to G.L. c. 30A, § 21(a) (1). Should the Town decide to terminate Hebert for cause, due to permanent disability as outlined in this Section 6(A), any accrued vacation time and/or sick time due and owing at the time of termination shall be paid in accordance with the terms of the Bylaw. If the termination for cause is for reasons other than permanent disability, then payment will be made only for accrued vacation time.
- Where the Board provides notice of the intent to remove the Town Administrator for cause, if within ten (10) calendar days of receipt of the notice of intent to remove, the Town Administrator agrees to resign her position and execute a release of claims, the Town Administrator shall be paid, at the time of said resignation, a lump sum payment

equal to thirty (30) days pay, in addition to a payment for then unused, but accrued vacation time.

- Definition of Cause: "substantial misconduct which adversely affects the public interest by impairing the efficiency of the public service."
- Termination Without Cause. The Town may terminate this Agreement at any time, without cause, in which case, Hebert shall be paid through the balance of the Contract term, but for not more than one hundred eighty (180) calendar days. In addition, Hebert's health insurance coverage shall continue through the balance of the Contract term, provided she continues to pay her premium share, but for not more than one hundred eighty (180) calendar days. Thereafter, Hebert may elect to remain in the Town's health group pursuant to COBRA.

Section 7. Resignation.

Hebert shall be required to provide the Town with a minimum of sixty (60) calendar days written notice should she choose to resign her employment. Any benefits accrued and owed will be paid as of the effective date of the resignation provided said sixty (60) day notice is given to the Town.

Section 8. Renewal and Non-Reappointment.

Should Town decide to renew or extend this Employment Agreement with Hebert, the Town shall provide Hebert with a minimum of nine (9) months' notice prior to the expiration date, March 30, 2023, so that the terms of a successor Agreement can be agreed upon to commence December 1, 2023.

Similarly, the Select Board shall provide the Administrator with six (6) months notice. Should the Select Board decide not to reappoint the Administrator, said notice to be provided in writing on or before June 30, 2023. A non-reappointment of Hebert shall not be considered as a termination under Section 6 above.

Should the Town decide to renew or extend the Employment Agreement and should they and Hebert be unable to agree on the terms of a new Agreement by June 30, 2023, then this Agreement shall continue under its existing terms and conditions, month-by-month, for a maximum period of three (3) months. If during said three (3) month continuation period, the parties are still unable to agree on the terms for a new Agreement, then the employment relationship shall cease upon thirty (30) days written notice by either party to the other, thus terminating the employment relationship no later than the end of the forth (4th) month following expiration of the original Employment Agreement, i.e., no later than October 30, 2023. Any benefits accrued and owing will be paid to Hebert at that time.

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Section 9. Indemnification

To the extent permitted by law, the Town shall defend, save harmless and indemnify the Hebert against any tort (excluding intentional wrongdoing), professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of her duties as Town Administrator, even if said claim has been made following her termination from employment, provided that Hebert acted within the scope of her duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit in its sole discretion, and will pay the amount of any settlement or judgment rendered thereon without recourse to Hebert.

The Town shall reimburse Hebert for any reasonable attorneys' fees and costs incurred by Hebert in connection with such claims or suits involving Hebert in her professional capacity.

This section shall survive the termination of Hebert's employment as Town Administrator.

Section 10. Insurance

The Town agrees to furnish at its expense, public officials and general liability insurance for Hebert with liability limits of one million dollars (\$1,000,000).

Section 11. Professional Development

The Town recognizes its obligations to the professional development of Hebert and, subject to appropriation, she shall be given an annual allowance to be used toward the cost of membership in professional organizations, toward seminars and courses, and toward reasonable travel, as approved by the Board.

- a) Professional Certifications - Hebert shall be given an annual allowance to be used toward the cost of professional certification seminars and courses, [including, but not limited to, MCPPO Certification] and toward reasonable travel, as approved by the Board.
- b) Professional Memberships - The Town recognizes its obligations to the professional development of Hebert and, subject to appropriation, she shall be given an annual allowance to be used toward the cost of membership in professional organizations, including the International City Managers Association ("ICMA"), Massachusetts Municipal Managers Association ("MMMA"), Massachusetts Municipal Human Resources ("MMHR") Association, Small Town Administrators of Massachusetts ("STAM").
- c) Professional Development - The Town recognizes its obligations to the professional development of Hebert and, subject to appropriation, she shall be given an annual allowance to be used toward the cost of [attending and/or participating in meetings, seminars and conferences sponsored by] professional organizations, including the International City Managers Association ("ICMA"), Massachusetts Municipal Association ("MMA"), Massachusetts Municipal Managers Association ("MMMA"), and the Massachusetts Municipal Human Relations Association ("MMHR"), and Small Town Administrators of Massachusetts ("STAM").

Section 12. Performance Evaluation

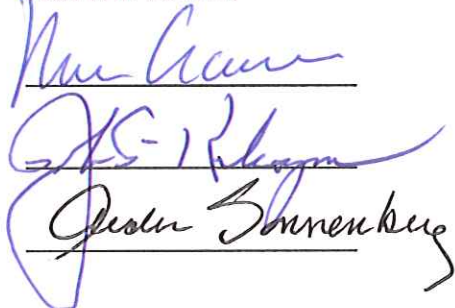
The Select Board shall conduct a performance evaluation of Hebert by May thirty-first of each year, and shall write the performance evaluation of Hebert. The written evaluation shall be provided to Hebert, who may offer a written response. The evaluations and response shall then be discussed by the Select Board and Hebert, at the Board's discretion. Within fifteen (15) days following the discussion of the evaluation and responses by Hebert, should such a meeting take place, the Board shall adopt, by majority vote, the written evaluation which, together with any written response Hebert may offer, shall be placed in Hebert's personnel file.

Section 13. General Provisions

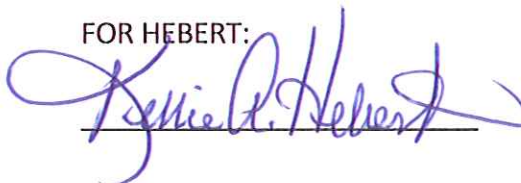
- This Agreement shall constitute the entire agreement between the parties.
- If any provision, or any portion thereof contained within this Agreement is held invalid or unenforceable by a Court or agency of competent jurisdiction, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Town has caused this Agreement to be signed and executed on its behalf, by its Select Board, and Hebert has signed and executed this Agreement on the execution date below.

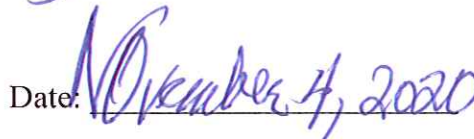
FOR THE TOWN:


Three handwritten signatures in blue ink, stacked vertically, representing the Town's representatives.

FOR HEBERT:


A handwritten signature in blue ink, identified as Kenie A. Hebert.

Date:


A handwritten date in blue ink: October 4, 2020.

Appendix A Town Administrator Job Description

Job Title: Town Administrator	Hours per week: 40	FLSA Status: Exempt
Reports to: Select Board	Department: Town Administrator	Grade: Contract
Created date: 2008	Revised date: 1/31/20	Approved date: 2/19/2020
Created by:	Revised by: Select Board	Approved by: Select Board

TOWN OF STERLING TOWN ADMINISTRATOR

1. General Powers and Duties

The Town Administrator, under the direction of the Select Board, is responsible for the administration of all town functions and activities for which the office of Town Administrator is given responsibility. The Town Administrator is responsible for the efficient administration of all departments and employees under the jurisdiction of the Select Board.

The Town Administrator implements policies established by the Select Board in accordance with the strategic direction they set forth. The Town Administrator, functioning as Chief Administrative Officer manages the day-to-day operations of the Town in accordance with these policies and strategies. To do so, the Town Administrator maintains close contact with the Chair of the Select Board, keeps the Select Board advised of his/her activities and decisions, and makes recommendations regarding town operations, as well as any developing concerns.

The Town Administrator provides leadership and direction in the development of shortrange and long-range plans, provides professional advice to the Select Board and department heads, keeps the Select Board fully advised regarding all departmental operations, the availability of federal funds, grants, fiscal affairs, problems, administrative actions, and the long-range needs of the Town, and gathers, interprets, and prepares reports and recommendations for the Select Board and/or the Town at large, including elected and appointed boards and committees.

The Town Administrator is the primary interface for the Town with neighboring towns, public and private sector organizations, and the Commonwealth.

The Town Administrator is subject to annual review by the Select Board.

1. Qualifications

1.1 Education and Experience Qualifications for appointment include:

Master's degree from an accredited institution of higher education in public or business administration or a related field of study

At least five years of related professional municipal experience

- Expertise in the operation and organization of municipal government

The Select Board may waive any or all educational or professional requirements should the Select Board determine that doing so would be in the best interests of the Town.

1.2 Specific Skills/Knowledge

The Town Administrator must have the following skills and knowledge:

- In-depth knowledge of MA municipal law, as it affects Towns
- In-depth knowledge of Town management functions including goal setting, planning, and staffing
- Project management
- Familiarity with computer applications including MS Word, MS Excel, and municipal applications
- Communication skills, both oral and written
- Collaborative approach to problem solving

1.3 Residency

There is no residency requirement for the Town Administrator.

2. Appointments

The Town Administrator:

- Works collaboratively with the Select Board in the appointment of the Police Chief, Fire chief, Town Clerk, Town Accountant, Treasurer/Collector, Operations Manager, Assistant Town Administrator and Building Commissioner. Appointment and removal of these positions are subject to the approval of the Board of Selectman.
- Appoints, supervises, and in appropriate circumstances, removes, subject to any applicable collective bargaining agreement and confirmation by the Select Board, all officers and employees of the Town for whom no other method of selection is provided. The Town Administrator does not have the power to appoint or remove employees of the school department or Light Department. The Town Administrator is required to consult with the appropriate department head or elected board prior to hiring an employee who serves primarily for that department.

The Town Administrator's appointment authority does not extend to non-employees appointed to committees or other positions by the Select Board or to the Town Moderator.

All appointments the Town Administrator is authorized to make shall be in compliance with applicable statutes and with the Town's Personnel Handbook.

Directly, or through departmental heads, the Town Administrator supervises and provides for recruitment and training of Town employees.

3. Supervisory Responsibilities

The Town Administrator:

- Supervises and directs with respect to operations all employees in a manner consistent with the general policies adopted by the Select Board applicable to all departments and with the Town's personnel bylaws, policies, procedures, rules, and regulations. Supervises other town hall employees including Administrative Assistant to Select Board and the Veteran's Agent. Responsible for all staff, including administrative assistants to all boards and committees and the consistent following of personnel policies

- Serving as Human Relations Administrator, provides direct oversight of town –wide uniform personnel functions including classification and compensation plans and benefits. Reviews and approves all promotions, salary changes and suspensions and terminations. Arranges personnel training as appropriate to enhance working relationships, skills, and safety.
- Development of objectives and employment incentives for department heads, maintains close contact with their activities and department operations, evaluates their performance, and makes recommendations as to their compensation and their scope of duties.
- Anticipates the needs of the Select Board for information and background material for setting policy and making decisions.
- Evaluates performance and effective utilization of equipment, manpower, and other records.
- Coordinates activities with the Planning Board, Conservation Commission, Board of Health, and other boards, commissions, and departments. Coordinates the activities of department heads not reporting to the Select Board, including the Library Director and Principal Assessor.

4. Public Relations

The Town Administrator serves as the public relations and communications officer of the Town. He or she solicits input from and consults with department heads on matters involving their departments, and with the Board of Select Board when necessary, regarding Town policies and direction. The Town Administrator engages in a variety of public relations and Town-wide coordination activities to ensure support from appropriate public and private constituencies and other institutions and government entities. He or she works with local, county, state, and federal officials to identify and resolve problems, gain support, or exchange information. He or she makes presentations to staff, boards, commissions, civic groups, and the general public to communicate official plans, policies, and procedures, and to keep them up to date on Town activities. The Town Administrator may also serve as Chairperson of committees of statutory and *ad hoc* nature, and be the designee of the Select Board on other committees and boards.

5. Record Maintenance

The Town Administrator ensures that full and complete records of the financial and administrative activities of the Town are kept, and makes available periodic reports to the Select Board of all Town administrative operations during the period. These reports are made available to the public.

6. Advice/Recommendations to the Select Board

The Town Administrator keeps the Select Board fully advised as to the needs of the Town, and recommends to the Select Board and to other elected Town officers and agencies for adoption any measures requiring action by them or by the town meeting. The Town Administrator informs the Select Board and other appropriate boards of all relevant statutory and regulatory changes.

7. Attendance at Select Board Meetings

The Town Administrator, in collaboration with the Chair of the Select Board and the Executive Assistant, prepares the agenda for, and attends all regular and special meetings of the Select Board, including executive sessions, unless excused in advance by the Chairman of the Board. The Assistant Town Administrator may attend in his absence at the direction of the Chairman. The Town Administrator has a voice, but no vote, in all of its proceedings.

8. Facilities Maintenance

The Town Administrator is responsible for the use and maintenance of all Town land and buildings other than those under the control of the school committee and Light department. He or she makes recommendations for acquisition and disposal as appropriate.

9. Budget

The Town Administrator assists in the preparation and presentation to the Finance Committee and Select Board the annual operating and capital budgets with proposed financing along with a schedule for submission of information by departments of the Town. The proposed budget recommendation includes details concerning likely amounts to be raised by taxation and the resulting tax rate. Also, working with the Town Accountant and Capital Planning Committee, the Town Administrator shall submit annually a five-year capital improvement plan, including cost estimates, costs associated with acquisition, and future operation and maintenance of any capital item.

10. Contract Negotiations

The Town Administrator participates and serves as lead negotiator in labor negotiations and grievance procedures as directed by the Select Board. This applies to all personnel contracts and collective bargaining agreements, including contracts with Town employees involving wages, hours, and other terms and conditions of employment. All such contracts and

agreements are subject to the approval of the Select Board.

11. Warrants

The Town Administrator reviews all payroll and expense warrants submitted by the Town Accountant to the Select Board for payment of Town funds.

12. Procurement

The Town Administrator is the chief procurement officer for the Town, in accordance with chapter 30B of the General Laws. The Town Administrator prepares or oversees Request for Bid/Proposal specifications, analyzes the resulting submittals, and serves as the Town's contract administrator.

13. Resources

The Town Administrator seeks out and works to obtain resources from federal, state, and other governmental jurisdictions, to secure joint grant opportunities.

14. Town Counsel

The Town Administrator coordinates, facilitates, and monitors the provision of services by town counsel, special counsel, and consultants. The Town Administrator coordinates litigation and legal opinions between the Select Board, Town Counsel, and various boards, departments, committees, and commissions; oversees, coordinates, and approves in advance all communication with and all legal research conducted by Town Counsel, Labor Counsel, and Special Counsel; monitors the legal budget; and manages all legal actions by and against the Town, including actions related to insurance claims.

15. IT
Responsible for developing the IT strategy and implementation plan covering desktops, servers, network and applications that insures cost effective usability, security; needed to support short and long term requirements of Town Hall. Including secure backup and recovery processes; identify and plan for IT and phone upgrades; hirer and manage consultants as appropriate.

16. Other Duties

The Town Administrator oversees the Town's personnel system; proposes personnel policies to the Select Board; and acts as the Affirmative Action Officer for the Town. The Town Administrator provides leadership on local and regional initiatives that improve the overall

performance of the Town in the delivery of services to the residents of the Town.

Drives the Town Center Renovation project; including design update, public review, cost estimation, grant applications and other funding sources, and construction.

Works on special projects; performs similar or related work as required or as situation dictates. Implements projects as determined by the Boards' annual goals.

The Town Administrator performs any other duties required of the Town Administrator by local bylaws and regulations, votes of the town meeting, or votes of the Select Board.

17. Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Lifts/moves objects weighing up to 10 pounds, files, and types on a keyboard, at a moderate speed. Operates an automobile to perform in-town and out-of-town travel to transact Town business (this requires a valid driver's license). Travel to night meetings is common place in order to confer with the Select Board and other Town bodies. Regularly conveys information to the public.